ALABAMA MEDICAID AGENCY

REQUEST FOR PROPOSALS

RFP Number: 2015-EB-01	**RFP Title: Medicaid Regional Care Organization Program Enrollment Broker Services**
RFP Due Date and Time: December 2, 2015 by 5pm Central Time	**Number of Pages: 70**

PROCUREMENT INFORMATION

Project Director: Linda Lackey	**Issue Date: October 26, 2015**
E-mail Address: ebrfp@medicaid.alabama.gov **Website: http://www.medicaid.alabama.gov**	**Issuing Division: Managed Care**

INSTRUCTIONS TO VENDORS

Return Proposal to: **Alabama Medicaid Agency** **Linda Lackey** **Lurleen B. Wallace Building** **501 Dexter Avenue** **PO Box 5624** **Montgomery, AL 36103-5624**	**Mark Face of Envelope/Package:** **RFP Number: 2015-EB-01** **RFP Due Date: December 2, 2015 by 5pm CT**
	Firm and Fixed Price **Annual TOTAL Cost Year 1:** **Annual TOTAL Cost Year 2:** **Annual TOTAL Cost Year 3:** **Annual TOTAL Cost Year 4:** **Annual TOTAL Cost Year 5:** **TOTAL 5 Year Firm and Fixed Costs:**

VENDOR INFORMATION

(Vendor must complete the following and return with RFP response)

Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. ____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.

4. ____ **Use the forms provided**, i.e., cover page, disclosure statement, etc.

5. ____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.

6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

This checklist is provided for assistance only and should not be submitted with Vendor's Response.

Section B. Schedule of Events

The following RFP Schedule of Events represents Medicaid's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates and will be impacted by the number of proposals received. Medicaid reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.medicaid.alabama.gov.

EVENT	DATE
RFP Issued	10/26/15
Deadline for Questions to be submitted	11/9/15
Deadline for questions to be posted to website	11/19/15
Proposals Due by 5 pm CT	12/2/15
Evaluation Period	12/7/15 – 12/14/15
Contract Award Notification	TBD
**Contract Review Committee	TBD
Official Contract Award/Begin Work	TBD

* * By State law, this contract must be reviewed by the Legislative Contract Review Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to forty-five (45) days. The "Vendor Begins Work" date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.

Table of Contents

I. Background

The Alabama Medicaid Agency, hereinafter called Medicaid, an Agency of the State of Alabama, hereby solicits proposals for the procurement of services with a Vendor to perform enrollment broker services for the State's new Regional Care Organization (RCO) program that will be implemented on October 1, 2016.

Medicaid is responsible for administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. The mission of Medicaid is to empower enrollees to make educated and informed decisions regarding their health and the health of their families. This goal is accomplished by providing a system which facilitates access to necessary and high quality preventive care, acute medical services, long term care, health education and related social services. Through teamwork, Medicaid strives to operate and enhance a cost efficient system by building an equitable partnership with healthcare providers, both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Medicaid personnel located in eleven (11) district offices throughout the state and by approximately one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In Nov 2014, more than 1,050,254 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

Services covered by Medicaid include, but are not limited to, the following:

- Physician Services
- Inpatient and Outpatient Hospital Services
- Rural Health Clinic Services
- Laboratory and X-ray Services
- Nursing Home Services
- Early and Periodic Screening, Diagnosis and Treatment
- Dental for children ages zero (0) to twenty (20)
- Home Health Care Services and Durable Medical Equipment
- Family Planning Services
- Nurse-Midwife Services
- Federally Qualified Health Center Services
- Hospice Services
- Prescription Drugs
- Optometric Services
- Transportation Services
- Hearing Aids
- Intermediate Care Facilities for Individuals with Intellectual Disabilities
- Prosthetic Devices
- Outpatient Surgical Services
- Renal Dialysis Services

- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

Additional program information can be found at www.medicaid.alabama.gov.

A. Regional Care Organization Program

The Medicaid program currently serves over one (1) million beneficiaries, providing healthcare services to nearly one (1) in four (4) Alabama residents including one (1) in two (2) children. In addition, the Medicaid program accounts for more than half of the births in the State. As such, Medicaid is a vital part of the State's healthcare delivery system. However, the current Medicaid program and the State overall face significant challenges related to quality, access and cost. These challenges are heightened because in the current environment, providers are largely not appropriately incented to coordinate across the continuum to manage the total cost of care, improve health outcomes, reduce avoidable hospital care and improve physical and behavioral health coordination. In addition, Alabama providers have limited means of sharing essential medical information through information technology.

RCOs are organizations of healthcare Providers that contract with Medicaid to provide a comprehensive package of Medicaid benefits to enrollees in a defined Region of the State and that meet the requirements set forth in Section 22-6-150, et seq. of the Alabama Code. RCOs will be accountable for managing the full cost of Medicaid services and related care coordination for a defined population. Alabama's objectives for Medicaid through the implementation of its managed care program are to develop an infrastructure that will continue to serve the Medicaid population by having at least one (1) RCO operating in each of five (5) RCO regions and by being in a position to continue operations beyond the five (5)-year waiver period to enroll currently excluded eligibility groups. In doing so, the RCO program will:

- Improve care coordination and reduce fragmentation in the State's delivery system
- Create aligned incentives to improve beneficiary clinical outcomes
- Improve access to healthcare providers
- Reduce the rate of growth of Medicaid expenditures

Table 1 and Figure 1, below, provides a breakdown of the state into five (5) regions, the number of anticipated RCOs in each region and the total population expected to be served by the RCOs in the region.

Figure 1. Five RCO Regions

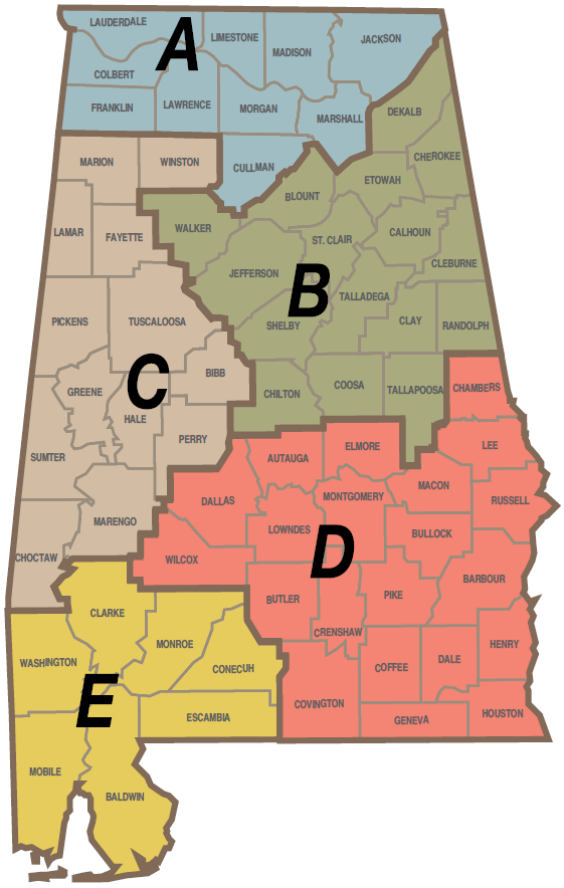

Table 1: RCOs and Regional Population

Region	Anticipated # of RCOs	Region's Population
A	3	115,556
B	2	213,074
C	2	59,440
D	2	167,184
E	2	104,546

B. RCO Program Eligibility

Medicaid will enroll most Medicaid enrollees in the RCO program on a mandatory basis to enable Medicaid to maximize its ability to better coordinate care for the highest number of enrollees. Additionally, the following Medicaid enrollees will have the option to enroll in the RCO program or to be served through the fee-for-service delivery system:

- Native Americans
- Adopted children
- Women who have been screened for breast and cervical cancer under the Center for Disease Control (CDC) Breast and Cervical Cancer Early Detection Program

The below Medicaid populations will be excluded from participation in the RCO program and will continue receiving benefits through the fee-for-service (FFS) delivery system. Medicaid may elect to expand eligible populations enrolled in RCOs through later amendment to the Demonstration Project.

- Program of All-inclusive Care for the Elderly (PACE) participants
- Children in foster care
- Children in the custody of the Department of Youth Services
- Dually eligible beneficiaries

- Individuals residing in long-term care facilities or utilizing home- and community-based waiver or hospice services
- Individuals receiving Refugee Medical Assistance
- Individuals participating in the Plan First Program
- Individuals with other commercial managed care insurance or participating in the Health Insurance Premium Payment (HIPP) program

C. Overview of Vendor Responsibilities

The Enrollment Broker will be charged with operating a process that provides objective and sufficient information to enrollees and potential enrollees to make an informed RCO selection. The Enrollment Broker is expected to provide unbiased and neutral information that must not favor any particular RCO. A high-level overview of functions the Enrollment Broker will be required to perform include, but are not limited to the following:

- Provide unbiased information, via a Medicaid approved communications plan, to enrollees and potential enrollees to make informed decisions about RCO selection
- Print and mail enrollment packets and enrollment reminder notices to enrollees and potential enrollees
- Process all voluntary enrollee RCO selections received by phone, mail or online
- Enroll enrollees into RCOs
- Operate a Call Center for enrollees and potential enrollees to call for information about RCOs and to make RCO selections
- Implement and maintain an information system to track enrollment decisions and to interface with other agency or contractor systems necessary to conduct enrollment activities
- Track the timing for each enrollee to select a different RCO both for the initial ninety (90) day period after assignment as well as to determine open enrollment periods
- Provide reporting and other information as required by Medicaid for the Agency to conduct monitoring and oversight of Contractor activities
- Ensure timely and appropriate enrollment coordination for pregnant women
- Develop and maintain an Enrollment Services website for enrollees as outlined in Section II: Scope of Work, subsection U. Enrollment Services Website.
- Provide and maintain key personnel and staffing as outlined in Section II: Scope of Work, subsection C, Organizational and Staffing Plan Requirements.

D. Overview of Alabama Medicaid Agency Responsibilities

Medicaid shall be expected to follow the responsibilities below. Medicaid agrees to correspond to inquiries from the Vendor in a timely and accurate manner so that the Vendor is able to respond and provide deliverables as indicated throughout this RFP.

- Medicaid shall determine a schedule for and conduct readiness reviews as determined necessary by the Agency.
- Medicaid shall be responsible for review and approval of all policies and procedures, the implementation project plan and other required materials and deliverables submitted by the Vendor.
- Medicaid or its designee shall provide daily eligibility files.

- Medicaid shall provide all eligibility transactions to the Vendor within twenty-four (24) hours after the eligibility span is transmitted to Medicaid's MMIS system.
- Medicaid shall provide access to necessary systems and information for the Vendor to conduct required services.
- Medicaid shall conduct oversight and monitoring, reviewing Vendor performance and regular reporting and provide feedback to the Vendor.
- Medicaid will notify Vendor when corrective actions are required.
- Medicaid shall provide office space for required key personnel identified in Section II: Scope of Work, subsection C, Organizational and Staffing Plan Requirements.

II. Scope of Work

The following subsections provide RCO enrollment requirements for which the Vendor is responsible. The objective of the enrollment process is to assure enrollees and potential enrollees have sufficient information to make an informed RCO selection and to ensure the efficient and timely enrollment of all RCO Program enrollees.

The Vendor must demonstrate its ability to perform these key responsibilities and must submit policies and standard operating procedure documents for all tasks to Medicaid.

A. Implementation Project Plan and Readiness Reviews

The Vendor must fulfill each of the following requirements (i.e. draft policies and procedures or documents deemed necessary).

1. The Vendor will provide sufficient staff devoted to implementation planning activities and the Readiness Review process.

2. The Vendor must designate a Project Director who will be staffed onsite at Medicaid's offices, unless otherwise approved by Medicaid, and other staff as necessary to assure an effective implementation.

3. The Vendor will demonstrate progress in an ongoing manner throughout Readiness Review and participate in weekly status meetings, or as otherwise scheduled, with Medicaid and other contractors, such as the fiscal agent and RCOs, as required by Medicaid.

4. The Vendor must develop an implementation project plan that identifies all required tasks, the work elements of each task, responsible parties by service area, resources assigned to each task, timeframes for completion of each task and required deliverables for operationalizing Enrollment Broker services.

5. The Vendor must submit an updated implementation work plan in an electronic format within thirty (30) business days after contract award. Medicaid will provide feedback to the Vendor, and the Vendor will revise the implementation project plan to submit to Medicaid within five (5) business days after receipt of feedback.

6. The Vendor will update and maintain the implementation project plan throughout the implementation period, and provide updates as to the status of tasks and potential risks during regular status meetings or more frequently if the risk requires immediate attention.

As part of the Proposal, the Vendor must:

1. Provide a proposed implementation project plan and narrative description of the Vendor's plan for accomplishing required tasks, submitting deliverables and dedicating staff and other resources to implementation activities including the Readiness Review.

Activity	Date
Contractor begins contract	3/1/16
Contractor conducts implementation activities	7/1/16 – 10/1/16
Contractor participates in system testing	3/1/16 – 5/30/16
Agency conducts Readiness Review	6/1/16 – 6/30/16
Agency to provide all RCO eligible member data to Contractor	7/1/16
Contractor to begin initial RCO enrollment process	7/2/16 – 8/31/16
Contractor to conduct initial outreach to newly eligible Medicaid members	8/28/16
Agency to run auto-assignments	9/1/16
RCO Program Go-Live	10/1/16

B. Organizational and Staffing Plan

As part of the Proposal, the Vendor must:

1. Provide a narrative description of the Vendor's proposed organization for this engagement, including a summary of proposed locations of key staff and call centers.

2. Provide an organizational chart with the proposal and any updated versions to Medicaid for approval prior to contract implementation. This plan must include each key personnel's name, a breakdown of job duties and responsibilities and percentage of time each individual will spend on their assigned tasks.

3. Provide a staffing matrix identifying all staff assigned to this contract along with their respective titles, telephone numbers, email addresses and location. Any subsequent changes to the organizational plan shall be approved by Medicaid.

4. Provide the ratio of Call Center representatives to enrollees that the Vendor will assign to this contract with a description of the Vendor's methods for determining the proposed ratio.

C. Organizational and Staffing Plan Requirements

The Vendor must be able to secure and retain professional staff to meet contract requirements. The Vendor's proposal must demonstrate they will provide personnel comprised of staff dedicated full-time to the RCO Program. At a minimum, the Vendor must provide the following key personnel:

1. **Project Director.** The Vendor must have one (1) full time Project Director at the Medicaid offices located at 501 Dexter Avenue, Montgomery, AL during the term of this contract. Medicaid will provide office space including but not limited to telephone, email, and computer for the Project Director. This employee will serve as the onsite liaison responsible for coordination with Medicaid and other contractors, and identifying other staff members to involve based on the particular activity or discussions. The Project Director will be the primary point of contact for all program activities and charged with attending all meetings as requested by Medicaid. The Project Director must work from the Medicaid offices and be one hundred percent (100%) designated to the Medicaid RCO Program, unless otherwise approved by Medicaid. The Project Director must be capable of meeting the following qualifications and requirements:

    a. Served as the Project Director on implementation of a new program.
    b. Have experience with managed care enrollment and Medicaid Programs.
    c. Have a minimum of three (3) years of experience managing projects in similar size and scope.
    d. Provide executive direction for accomplishment of required work.
    e. Have the authority to make decisions and be responsible for directing operations throughout the life of the Contract.
    f. Have authority for staffing and operations decisions, with Medicaid's approval.
    g. Possess the knowledge, skills and ability to apply new management practices and innovative methods and procedures for managing all aspects of this project.
    h. Ensure Project Team members fulfill the following:

    (1) Plan, schedule, track and control the project on a day-to-day basis in coordination with the Project Director.
    (2) Provide regular status reports to the Project Director and Medicaid or its designee, including attendance at on-site meetings when necessary.
    (3) Report any issues causing delays and/or problems on the project.
    (4) Resolve issues reported by Medicaid within a timeframe designated by Medicaid.
    (5) Escalate critical issues to Medicaid senior management for resolution within one (1) business day from notification of issue.

2. **Outreach Manager**: This person must have demonstrated experience in developing and implementing comprehensive communications plans and outreach materials with Medicaid populations, including the use of websites as well as electronic and social media. This person will play a critical role in the Enrollment Broker's success and should be an experienced communications professional. This person will also liaison with RCOs to obtain required information to help enrollees make informed RCO selections.

3. **Operations Manager:** This person must have demonstrated experience with enrollment and reporting operations. This person will be responsible for monitoring and oversight, including development and review of reports to identify trends and concerns that need to be addressed.

4. **Call Center Manager:** This person must have demonstrated experience and ability to manage a large volume Call Center preferably for a health care related or Medicaid program.

5. **Information Systems Manager:** This person must have demonstrated systems management skills and experience supporting a project of similar size and scope. The person must have the authority to make decisions necessary to resolve problems.

6. **Training Manager:** This person must have demonstrated experience in managing trainings of internal staff supporting Medicaid enrollment activities. This person will be responsible for developing training plans and overseeing training of new hires to assure they are well-versed on the Medicaid program and in customer satisfaction. This person will collaborate with Medicaid to develop targeted training that will better serve the program.

The Vendor must provide a sufficient number of qualified professional and technical staff to fully operate the program and satisfactorily comply with the requirements of this RFP. The Vendor must provide call center representatives to assist enrollees and potential enrollees in RCO selection in a compassionate, sensitive, efficient and unbiased manner with dignity and respect. The Vendor must also have support staff to support information systems, reporting and other required activities.

The Vendor will provide updates to proposed staffing plans and organizational charts to Medicaid for approval prior to contract implementation.

Medicaid shall have the absolute right to approve or disapprove the Vendor's and any subcontractor's key or other personnel assigned to the contract, to approve or disapprove any proposed changes in this personnel, or to require the removal or reassignment of any personnel found by Medicaid to be unwilling or unable to perform under the terms of the contract. Vendor will provide Medicaid with a resume of any members of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this contract. Personnel commitments made on the Vendor's response shall not be changed except as herein above provided or due to the resignation of any named individual.

As part of the Proposal, the Vendor must:

1. Provide a narrative description of the proposed staffing plan demonstrating how the Vendor will provide sufficient staffing to support the required scope of work and indicating how that staffing will differ for implementation versus ongoing activities. The staffing plan should include, at a minimum,:
    a. an overview of involvement of corporate executive staff
    b. job descriptions that fully outline job duties and responsibilities for staff supporting this Contract

c. resumes of each key staff member and their qualifications.

2. Provide a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, RCO transfers and call volumes with a description on how the plan will be implemented and coordinated with Medicaid.

3. Provide a summary of best practices the Vendor will exercise to streamline the recruitment of key personnel.

D. Enrollment Types and Processes

The Vendor will conduct several types of enrollments.

As part of the Proposal, the Vendor must:

1. Describe the Vendor's overall approach to supporting enrollees and potential enrollees with enrollment decisions, including the process to ensure enrollments are processed timely and how the Vendor will meet these requirements.

2. Describe how the Vendor will provide options for enrollees to submit enrollment decisions online, by phone or via mail.

3. Describe how the Vendor will process all telephone and online enrollments in the Vendor's system on the day they are received.

4. Describe how enrollments obtained through the mail shall be processed within twenty four (24) hours of receiving the enrollment or by the end of the next Business Day, whichever is later.

E. Initial RCO Program Enrollment

The Vendor must assist the estimated 650,000 to 700,000 potential enrollees in transitioning from the FFS delivery system to the RCO program so that all enrollees have an assignment or have opted out by the program start date of October 1, 2016.

The Vendor must provide to Medicaid within thirty (30) calendar days of contract award a process for completing this initial enrollment. Medicaid would expect this process to begin around July 2016 to give potential enrollees a sixty (60) day notice.

As part of the Proposal, the Vendor must:

1. Describe the Vendor's process plan for completing initial enrollments into the RCO Program by the October 1, 2016 start date.

2. Describe in detail how the Vendor will complete the initial enrollment process to transition current FFS enrollees to the RCO program, including how this will differ from ongoing enrollment activities.

3. Describe lessons learned and best practices based on the Vendor's prior experience for initial transitioning of enrollees to a new Medicaid managed delivery system.

F. New Enrollment

1. The Vendor must contact each potential RCO enrollee at least once by mail within required timeframes and additionally by using an education and communications plan approved by Medicaid.

2. Enrollees identified as eligible to enroll with an RCO will be given a twenty (20) day choice period from the date of the enrollment broker notification. Potential enrollees may decide to stay in the FFS delivery system if enrollment is optional for their eligibility group or if only one (1) RCO operates within the Region.

3. The Vendor will also be responsible for outreaching to population groups identified by Medicaid that are out of the RCO Program but can choose to opt in to the RCO Program. Medicaid or its designee will automatically enroll individuals who do not make a selection within the required timeframe.

4. Enrollment with an RCO will be effective at 12:00 a.m. on the first (1st) Calendar Day of the month for enrollees who choose or are auto-assigned to an RCO before the twenty-first (21st) Calendar Day of the month. For enrollees who choose or are auto-assigned to the RCO on or after the twenty-first (21st) Calendar Day of the month and the last Calendar Day of the month, enrollment with a RCO will be effective on the first (1st) Calendar Day of the second (2nd) month after choice or auto-assignment.

5. The Vendor must be able to meet the following requirements:

    a. The Vendor will electronically receive a daily 834-formatted eligibility file from the Medicaid Management Information System (MMIS) which will provide information about enrollees that the Vendor will use to identify enrollees and potential enrollees for whom an RCO assignment is needed. The Vendor will receive all eligibility transactions within twenty four (24) hours after the eligibility span is transmitted to the MMIS system. The Vendor will assist enrollees and potential enrollees to select a new RCO and process such enrollments when one (1) of the following events occurs:

        (1) Enrollee is newly eligible for Medicaid and the RCO program
        (2) Enrollee moves to a different region
        (3) Enrollee completes yearly lock-in period

    b. After receiving the file, the Vendor will provide support via mailings, information on its website, and phone conversations with potential enrollees to make an informed decision about RCO enrollment. Enrollees who do not voluntarily select an RCO or opt out of the program within that timeframe will be auto-assigned to an RCO by Medicaid or its designee using an algorithm developed by Medicaid.
    c. The Vendor will provide enrollment information as set forth in the below sections. The Vendor will serve as the proactive and ongoing point of contact to educate individuals about options and answer questions in an impartial manner,

for example, about the RCO program and each available RCO and available providers within an RCO network.

d. Enrollees may switch to a different RCO within the Region without cause in the first ninety (90) Calendar Days following enrollment with the RCO. The number of changes allowed will be limited to the number of RCOs within the enrollee's region. The Vendor will provide assistance to enrollees who contact the Vendor requesting to change RCOs during this time period. Following the ninety (90) Calendar Day period, enrollees will be subject to a lock-in period of twelve (12) consecutive months, in which enrollees will only be able to disenroll from the RCO for cause. The Vendor will be responsible for tracking the ninety (90) day timeframe before locking the enrollee into the RCO.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will educate potential enrollees and process voluntary selections for all newly eligible enrollees using the methods identified throughout this scope of work (e.g., mailed materials, posting information on the website, responding to questions posed to call center representatives).

2. Describe how the Vendor will utilize the auto assignment indicator from the eligibility file for outreach, plan selections and mailing of appropriate notices and packet.

3. Describe lessons learned and best practices based on the Vendor's prior experience for educating and outreach of potential enrollees to a new Medicaid managed delivery system.

4. Describe how the Vendor will process 834 eligibility transactions and adhere to the requirements listed above in F.5., a-d.

G. Pregnant Women (formally known as SOBRA coverage)

The Vendor will perform all services required by this RFP and additional outreach to pregnant women to encourage voluntary selection on a timely basis.

Pregnant enrollees who are eligible for enrollment with the RCOs solely on the basis of aid category 5A for (SOBRA) Pregnant Women will receive services deemed pregnancy-related, medically necessary and provided to treat conditions that might otherwise complicate or exacerbate the pregnancy. As of 2014, an estimated 17,821 enrollees were Medicaid-eligible through SOBRA and on average 1,700 to 1,800 newly eligible individuals are enrolled through SOBRA on a monthly basis.[1] These numbers are reflective of the year 2014 only for informational purposes and are subject to change.

As part of the Proposal, the Vendor must:

1. Describe initiatives and methods the Vendor will implement to identify, contact and outreach to pregnant women to encourage voluntary selection on a timely basis.

[1] Note that this is an average only. For example, in 2014, in one month 2,353 women were newly eligible while in another month 1,490 became eligible.

2. Describe how the Vendor will educate pregnant women about the available options.

3. Describe challenges the Vendor anticipates when coordinating program enrollment for pregnant enrollees. This description must include innovative and successful strategies the Vendor has used or would use under this contract to address such challenges.

4. Describe how the Vendor will dedicate one (1) or more staff members to conduct enrollment activities specified in this RFP for pregnant women. The Vendor should allocate staff based on the number of staff required to effectively meet the needs for this population.

5. Describe how the Vendor will attempt to contact enrollees or potential enrollees by phone and or mail to provide enrollment information and to counsel pregnant women about RCO selection and the need to obtain timely services. The Vendor will serve as the point of contact to educate pregnant women about options, and answer questions in an impartial manner, for example about the RCO program, each available RCO and available providers within an RCO network.

6. Describe how the Vendor will track pregnant women who have not made an RCO selection and contact them by mail and/or phone to ensure that they have the opportunity to voluntarily select an RCO. The Vendor will make three (3) separate, non-consecutive attempts to contact each pregnant woman within fourteen (14) days of receiving the eligibility file. The Vendor will include in its policies and procedures information about its process for attempts to contact these enrollees.

7. Describe how the Vendor will achieve a targeted voluntary RCO selection goal of eighty percent (80%) for pregnant women.

H. Enrollee Initiated "For Cause" Disenrollment/Enrollment/Transfers

The Vendor will assist enrollees who request changes to their RCO enrollment as follows:

a. The Vendor will approve or deny "For Cause" RCO change requests made by enrollees. The Vendor shall record in its information system and report such approvals or denials to Medicaid as set forth in section II: Scope of Work, subsection V. Enrollment Information System. The following are "for cause" criteria:

   (1) The enrollee moves out of the RCO's service area.
   (2) The RCO does not, because of moral or religious objections, cover the service the enrollee seeks.
   (3) The enrollee needs related services to be performed at the same time, not all related services are available within the Provider Network, and the enrollee's PMP or another Provider determines that receiving the services separately would subject the enrollee to unnecessary risk.
   (4) Other reasons, including but not limited to, poor quality of care, lack of access to services covered under the Contract or lack of access to providers experienced in dealing with the enrollee's health care needs.

b. If the Enrollment Broker encounters a situation where an enrollee is requesting an RCO change based solely on urgent medical need, the enrollee will be referred to Medicaid's assigned Managed Care staff. Medicaid's Managed Care staff will make a determination of whether to approve or deny the enrollee's request to change RCOs for urgent medical needs.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will report incidents to Medicaid of any suspected coercive influence(s) on an enrollee in the selection of a RCO.

2. Describe the process the Vendor will use to document the incident, information about the enrollee and reason for suspicion. The Vendor is not permitted to accept any requests for RCO enrollments/disenrollments or transfers directly from an RCO; such requests will immediately be reported to Medicaid.

3. Describe how the Vendor will implement procedures and handle enrollment/disenrollments or transfers to ensure accurate and timely RCO change transactions. Staff assigned to process "For Cause" change transactions must be knowledgeable about the "For Cause" criteria.

4. Describe lessons learned and best practices based on the Vendor's prior experience for educating enrollees about issues related to requests for changes in enrollment.

I. Annual Enrollment Change Period

Enrollees must be allowed an opportunity to request changes to their RCO assignment on an annual basis.

1. Conditioned on the individual's continued eligibility, if more than one (1) RCO operates in the Region, the Vendor will notify enrollees, via a letter, at least sixty (60) Calendar Days prior to the date the enrollee's current lock-in period ends, that they have the opportunity to change enrollment to another RCO within the Region.

2. The Vendor will provide assistance and educational information to enrollees who contact the Vendor requesting information to determine whether to change to another RCO. Enrollees who do not make a choice will be deemed to have chosen to remain enrolled with their current RCO, unless the current RCO no longer participates in the RCO Program, in which case the enrollee will be auto-assigned to a new RCO.

3. The Vendor will be responsible for tracking open enrollment and lock-in timeframes for each enrollee within its systems.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will meet the requirements for the annual enrollment period.

2. Describe lessons learned and best practices based on Vendor's prior experience in outreach and education of enrollee's during open enrollment periods.

3. Describe how the Vendor will estimate additional call volumes and staffing needs for open enrollment periods.

J. Agency Initiated Administrative Enrollment Changes

Medicaid or its designee will transmit administrative enrollment changes to the Vendor in accordance with Section II: Scope of Work, subsection V. Enrollment Information System. These enrollments are due to administrative and processing issues that require Medicaid's intervention. Administrative disenrollments, for example, occur for reasons such as but not limited to: approval of an RCO request to disenroll an enrollee; systems errors; inaccurate provider directory; the Vendor enrolled or disenrolled an enrollee in error; the enrollee had multiple medical assistance numbers; or other reasons deemed appropriate by Medicaid.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will process Medicaid initiated administrative enrollment changes as required above.

2. Describe how the Vendor will coordinate with Medicaid or its designee to process administrative enrollment changes.

K. Enrollment Transfers Due to RCO Changes

In the event that an RCO withdraws from the RCO Program, Medicaid will auto-assign all enrollees to another RCO and allow the enrollees ninety (90) calendar days to change RCOs or opt out of the program if eligible to do so. Medicaid will instruct the Vendor of the actions to be taken and the specified timeframes in which the transfer of enrollees must occur.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will assist enrollees who contact the Vendor to request additional information or to change their auto-assignment.

2. Describe how the Vendor will ensure they will at all times provide uninterrupted services to newly eligible enrollees while simultaneously providing timely transfer disenrollment/enrollment services to the affected RCO enrollees as required by the RFP.

3. Describe lessons learned and best practices based on the Vendor's prior experience for addressing enrollee transfers to ensure a seamless process.

L. Enrollment Materials

The Vendor will develop and implement an enrollee education and communications plan to support enrollees and potential enrollees with RCO enrollment with the following requirements:

1. The Vendor will develop and submit for Medicaid's approval an enrollee education and communications plan for supporting enrollees and potential enrollees with RCO enrollment.

2. The Vendor will develop and produce materials for mailings to enrollees and potential enrollees, as well as to post on the Vendor's website.

3. The Vendor will also develop scripts for use by Call Center representatives in accordance with Section II: Scope of Work, subsection O. Scripts.

4. All materials will be accurate and written in a manner that does not mislead, confuse or defraud either potential enrollees, enrollees or Medicaid.

5. The Vendor will review complaints or other input from enrollees and Medicaid to identify issues raised in understanding materials and revise materials to address such issues.

6. Unless otherwise specified, the Vendor will design, develop, print and distribute materials, including scripts, as specified in this section, including any revisions.

7. The Vendor will not distribute or use any materials without prior advance written approval from Medicaid. The Vendor must submit draft materials to Medicaid for review at least forty-five (45) Calendar Days prior to intended use. Medicaid shall have thirty (30) Calendar Days to review and approve, reject or request revision from the Vendor. The Vendor will respond to Medicaid's comments for changes within five (5) Business Days of receipt of changes from Medicaid.

8. The Vendor will be fully responsible for the translation, printing, fulfillment, mailing and postage, including postal rate increases, and all costs associated with all enrollment materials specified in the RFP.

9. The Vendor will be responsible for providing, at a minimum, the enrollment materials in alternate formats and printed in both English and all other appropriate foreign languages. The appropriate foreign languages comprise all languages in the Vendor's service area spoken by approximately five percent (5%) or more of the total covered population of the Region.

10. In addition, Vendor must include appropriate instructions on all materials about how to access, or receive assistance with accessing, desired materials in an alternative format and Comply with the Americans with Disabilities Act (ADA) (42 U.S.C., Section 12101 et. Seq.) which requires the availability of appropriate alternative methods of communication for enrollees and their family members.

As part of the Proposal, the Vendor must:

1. Provide the Vendor's proposed enrollee education and communications plan.

2. Describe the Vendor's approach to assuring accurate materials that are written in a manner that does not mislead, confuse or defraud either potential enrollees, enrollees or the Agency. Include in the description a summary of the Vendor's process for reviewing complaints to determine if modifications to materials are necessary.

3. Describe the process the Vendor will implement to determine enrollee's need for providing enrollment materials in alternate formats and printed in both English and all other appropriate foreign languages.

M. Enrollment Packets

The Vendor must adhere to the following requirements for Enrollment Packets:

1. The Vendor must develop and provide to enrollees and potential enrollees unbiased materials that are in an easy to understand, culturally sensitive format and are written in a level no higher than a fifth grade level that will help the enrollee to make an informed decision about RCO program enrollment.

2. The Vendor will print and mail enrollment packets to all newly eligible enrollees within five (5) Business Days upon receipt of new eligibility transactions from Medicaid or its designee.

3. The Enrollment Packet must contain the following materials at a minimum:
   a. A Cover Letter developed by the Vendor explaining the RCO Program and how to enroll with an RCO. The cover letter must clearly and prominently display the date by which the enrollee must choose an RCO or opt out of the program, if applicable, and indicate that Medicaid will select an RCO for the enrollee if a selection is not made by that date.
   b. RCO Program information booklet developed by the Vendor and containing the following information:
      (1) Identification of available RCOs in each region, their websites and telephone numbers.
      (2) The Vendor's website link and toll-free telephone number.
      (3) A website address to the Vendor's online Provider Directory and information about how to request a hard copy of the Provider Directory.
      (4) The RCO selection and enrollment process, including a statement that encourages the enrollee to choose an RCO in which his/her primary care provider (PCP) or specialists participate.
      (5) General information about the factors an enrollee or potential enrollee should consider in making an enrollment decision
      (6) The impact and the enrollee's recourse if an RCO selection is not made (i.e., Auto-Assignment by Medicaid or its designee).
      (7) A statement that informs enrollees about additional information that is available (and how it can be obtained) and special assistance available to enroll.
      (8) RCO transfer policies including information about the annual open enrollment period and requesting transfers for cause.

(9) The enrollee's right to self-refer for special medical services (such as family planning services).

c. Information about enrollee RCO identification cards.
d. An RCO Enrollment Form to be used to enroll the head of household and/or at least three (3) other enrollees of the household.
e. RCO brochures as reviewed and approved by Medicaid. RCOs will be responsible for providing hard copy brochures to the Vendor to include in the packet.
f. Postage-paid envelopes addressed to the RCO Enrollment Program for enrollees to mail their enrollment information for processing.

4. The Vendor will recommend changes to the enrollment packet materials provided on an annual basis.

5. The Vendor will accept any Medicaid requests for changes to materials. For example, in years after the initial implementation year, Medicaid may request the Vendor to include an RCO Performance Card that demonstrates how the participating RCOs by region compare to each other in key areas. This information will be updated annually by Medicaid.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will fulfill the requirements for Enrollment Packets listed above.

2. Describe the challenges the Vendor anticipates in identifying current addresses for all enrollees for whom the Vendor receives returned mail and strategies the Vendor will use to attempt to secure appropriate addresses for these enrollees.

3. Describe best practices based on the Vendor's prior experience for developing and distributing enrollment packets.

N. Notices

The Vendor shall mail the following notices to enrollees and potential enrollees, at a minimum:

a. Reminder notices within seven (7) calendar days of sending the enrollment packet if no response has been received explaining that the enrollee must submit RCO selection information or decision to opt out of the program, if applicable, within a specified time or be auto-assigned by Medicaid and its Fiscal Agent.
b. Notices to enrollees whose enrollment could not be processed due to issues such as system errors or insufficient information provided by the enrollee. The Vendor will mail these notices within one (1) Business Day of resolving the issue.
c. Confirmation notices to enrollees after assignments are made indicating the following information:

(1) Name and contact information for the RCO in which the enrollee is enrolled.
(2) Effective date of enrollment.

(3) Information about the ability to request a change assignment for ninety (90) calendar days after the effective date of enrollment and how to request such change.
(4) Information about importance of reporting changes, and information about the twelve (12)-month lock-in period after the 90 calendar days.

As part of the Proposal, the Vendor must:

1. Describe their process for ensuring notices are processed appropriately and within timeframes specific by Medicaid.

O. Scripts

1. The Vendor will develop clear and easily understood scripts for use by Call Center representatives when talking with enrollees and potential enrollees.
2. The Vendor will submit to Medicaid for prior approval a listing of issues for which scripts will address, and will modify the scripts as requested by Medicaid.
3. As part of the issue listing, the Vendor will include, but will not limited to, the following:
    a. Explanation of the RCO program.
    b. The enrollee's or potential enrollee's options for RCO selection and a general overview of the differences between each RCO. At Medicaid's request, the Vendor shall meet with each RCO to obtain information about the RCOs' individual operations that would be helpful to communicate to enrollees and potential enrollees.
    c. Factors to consider when selecting an RCO.
    d. Importance of a voluntary selection of an RCO and program enrollment, as applicable.
    e. Collection or confirmation of the enrollee's information, including a statement indicating how the Vendor will keep the information confidential.
    f. Instructions to help the Call Center representative to assist the enrollee or potential enrollee in determining which RCO(s) their providers are participating.
    g. Instructions to help the Call Center representative to obtain the enrollee's or potential enrollee's selection of an RCO and decision to participate in the program, if applicable.
    h. Instructions on how to file a complaint, if requested.
    i. Special scripts for emergency situations.
4. The Vendor will review the scripts annually or more frequently if trends occur indicating that they may not be helpful, and will submit revisions to Medicaid for approval prior to their use.

As part of the Proposal, the Vendor must:

1. Provide three (3) sample scripts for use by Call Center representatives.

2. Provide a sample issues list.

3. Describe the methods the Vendor will employ to develop scripts that are easy to understand and are culturally sensitive.

4. Describe methods the Vendor uses to train Call Center representatives on use of scripts and how the Vendor assures Call Center representatives are following scripts as appropriate on calls.

P. Provider Network Database and Directory

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will use provider network information to assist RCO enrollees or potential enrollees in determining in which RCOs their providers are participating.

2. Describe how the Vendor will accept and process weekly full replacement provider files from each RCO which include, at a minimum, information on maximum number of allowed enrollments in participating physicians' panels, office locations, schedules, phone numbers of participating offices and special requirements or services of the participating physicians, hospital and specialist referrals, languages and populations served.

3. Describe how the Vendor will design, develop, implement, maintain and support an RCO Participating Provider searchable database with indication of providers who have full panels for use by Call Center representatives in counseling enrollees about RCO selection.

4. Describe how the Vendor will provide an RCO Participating Provider searchable database. Minimally, searching shall be available by RCO, provider name, provider type, provider group, Provider address, zip code and county. Provider information must contain at a minimum: name, specialty, address, phone number and RCO affiliation.

5. Describe how the Vendor will distribute printed regional provider listings when requested by enrollee or potential enrollee.

6. Describe the Vendor's approach and methodology to coordinate with the RCOs to collect and transmit the automated Provider File/Directory data between all parties; to also utilize the information to fulfill enrollment activities; and to develop and implement a user-friendly web-based provider directory on the website.

7. Describe the quality checks the Vendor will implement to assure the database and directory is up to date and accurate.

Q. Call Center Service

The Vendor will meet following requirements for the call center services:

1. The Vendor will establish and maintain Call Center services with a toll-free number for enrollees or potential enrollees to call for all enrollment services.
   a. The Call Center will serve as one of the primary points of contact for enrollees and potential enrollees.
   b. The Call Center must be located within the contiguous United States.
   c. The Vendor must have a telephone system and sufficient staff to efficiently operate the toll-free line for the RCO Program.
   d. The Call Center must also have a dedicated toll free number for TDD/TYY equipment.

2. The Vendor must have Call Center representatives who can:
   a. counsel enrollees and potential enrollees about RCO selection,
   b. respond to inquiries from enrollees, potential enrollees, and other callers, and
   c. provide accurate information about programs and benefits administered by Medicaid.

3. The Vendor must provide accurate, consistent and timely information to enrollees and potential enrollees and reduce the need for enrollees or potential enrollees to make repeat calls or escalate their concerns to Medicaid.

4. The Vendor will develop and maintain call center policies and procedures, scripts and staff trainings for Medicaid's approval.

5. The Vendor will develop and submit to Medicaid for prior approval an initial implementation plan and a contingency plan for hiring Call Center staff to address increased call volumes and overflow calls and to maintain Call Center standards.

6. The Vendor will develop a plan for coverage for the Call Center to address the times when additional staff training may be needed or when situations arise such as staff illnesses and vacations, as well as increased call volumes due to expected and unexpected events such as open enrollment or termination of an RCO. Medicaid would expect the Vendor, at a minimum, to extend call center hours to allow enrollees and potential enrollees to call after working hours.

7. The Vendor will review the contingency plan each contract renewal term, or as directed by Medicaid, and submit modifications to Medicaid for approval prior to use.

As part of the Proposal, the Vendor must:

1. Describe the Vendor's process of establishing a call center that adheres to the requirements listed above.

2. Describe the Vendor's approaches for determining necessary updates to call center policies and procedures and scripts, as well as determining when to conduct additional staff trainings.

3. Describe how the Vendor will share call center information, such as the toll-free number, with enrollees and potential enrollees.

4. Provide the Vendor's proposed initial implementation plan and contingency plan for increased call volumes.

R. Call Center Representative Responsibilities

1. The Vendor will ensure that Call Center representatives operating the toll-free line have a full understanding of their responsibilities and information they must convey to enrollees, potential enrollees, and other callers.

2. The Vendor will implement a thorough training program that all Call Center representatives handling calls for the RCO program must complete prior to beginning service.

3. The Vendor's training program topics must include, but are not limited to:

    a. Issues specific to the Medicaid program and enrollees, including sensitivity to cultural and regional dialect and slang use.
    b. The RCO Program, including topics such as covered benefits and services, RCO provider networks and RCO service areas.
    c. Pregnant women population requirements and enrollment process.
    d. Customer service skills.
    e. How to effectively use scripts.
    f. How to counsel enrollees and potential enrollees on selection decisions, including use of all available materials (e.g., RCO comparison chart).
    g. How to use the Vendor's system to complete enrollments for enrollees and potential enrollees who make a voluntary selection or who make a decision to opt out of the program.
    h. How to respond to emergency calls.
    i. How to conduct the following discussions with enrollees or potential enrollees at a minimum:
        i. Educate eligible enrollees to ensure that each enrollee has unbiased information to make an informed and educated choice of an RCO and an awareness of what is expected upon completion of the enrollment.
        ii. Educate eligible enrollees who may opt out of the program to ensure that each potential enrollee has necessary information to make an informed and educated decision about enrolling in the RCO program and an awareness of what to do if they opt not to enroll but change this decision at a later date.
        iii. Explain the services covered through the RCO Program and each RCO.
        iv. Encourage enrollees or potential enrollees to maintain their existing PCP or other provider relationships, as appropriate, when making an RCO selection.

v. When the enrollee or potential enrollee is weighing RCO options based on RCO optional benefits, encourage the enrollee or potential enrollee to contact the RCO for additional information about those optional benefits prior to selection (e.g., limitations).

vi. Be able to answer questions about issues such as, but not limited to:

- Services that may be furnished without referral from the RCO and ways to access such services.
- Access to and use of medical services that are carved out from the RCO Program and can be obtained from fee-for-service providers, such as dental services.
- "For Cause" reasons for which an enrollee may transfer from one RCO to another RCO, and the procedures for doing so.

vii. Explain that once enrolled in an RCO, enrollees should call the RCO when they have questions.

viii. Inform enrollees that if they have questions or experience problems accessing RCO services, they should call their assigned RCO. High call volume is not an acceptable reason to transfer calls to Medicaid. Only calls which meet criteria specified by Medicaid (e.g., non "for cause" calls, medical necessity, prescription, access to services, etc.) are to be transferred or referred to Medicaid.

4. Call Center representatives must take sufficient time with each enrollee or potential enrollee to assure adequate information is imparted to the caller.

5. The Vendor will establish a procedure for monitoring calls to confirm Call Center representatives are providing thorough support to enrollees or potential enrollees, and establish additional training for representatives when needed.

As part of the Proposal, the Vendor must:

1. Describe in detail how the Vendor will determine the satisfaction of callers, including how it will define, address and resolve inquiries and complaints in a timely manner.

2. Provide sample Call Center training materials the Vendor has used to train new employees or ones the Vendor proposes to use for this contract.

3. Describe lessons learned and best practices based on the Vendor's prior experience with call centers to ensure the Vendor has a full understanding operations.

4. Describe the Vendor's proposed procedure for monitoring calls.

S. Call Center Operations

The Vendor will operate a Call Center in accordance with, but not limited to, the following requirements:

1. Provide the call center hours of operation, from 7:00 AM until 7:00 PM Central Time, Monday through Friday excluding Medicaid approved holidays. The Call Center will remain staffed until 7:30 PM Central Time to answer the calls remaining in the queue. Medicaid will retain the right to request and approve changes to the operating hours.

2. The Vendor shall have an automated system available every day between the hours of 7:00 p.m. and 7:00 a.m. Central Time. This automated system must provide callers with operating instructions on what to do in case of an emergency and shall include, at a minimum, a voice mailbox for callers to leave messages. The Vendor must ensure that the voice mailbox has adequate capacity to receive all messages. A Vendor representative must return messages on the next Business Day.

3. Operate and maintain a toll-free line in English and all other appropriate foreign languages. The appropriate foreign languages comprise all languages in the Vendor's service area spoken by approximately five percent (5%) or more of the total covered population of the Region.

4. Provide interpreter services to the caller without cost to the caller.

5. Do not use electronic call answering methods as a substitute for staff persons to perform services during operational hours.

6. Have a telephone system with the capability to record all incoming and outgoing calls, and the staff or automated message will state to callers that the calls may be recorded.

7. Record all calls and allow Medicaid to access recordings.

8. Store all recorded incoming and outgoing calls for a minimum of one (1) year, and provide any recording that is requested by Medicaid within three (3) business days of the request, unless circumstances require a shorter response time.

9. Provide electronic call answering methods for callers to the toll-free phone line to leave messages during hours when the Call Center is not staffed. The Vendor's staff will return all after-hours calls on the next Business Day in the caller's choice of language or provide oral interpretation services.

10. Electronic call answering methods must provide electronic messages in prevalent languages, as determined by Medicaid, and refer callers to the Enrollment Services website. The recording must be first in English, and give the caller the options to hear the message repeated in another or prevalent language as determined by Medicaid.

11. Operate a call center that will have the capability to conduct three (3)-way calls to assist callers as necessary, and transfer calls to other outside lines as directed by Medicaid.

12. Use call history software to project the volume anticipated at intervals during the daily hours of operations, and calculate the number of Call Center representatives who should be staffed for each interval to attain the service levels required by Medicaid.

13. Establish a Call Center disaster recovery plan.

14. Provide, operate, monitor, maintain, and support a telephone system that meets all telephone system and call center requirements. The Vendor's telephone system shall:

    i. Monitor, and support an Automated Call Distribution (ACD) system to process and report all enrollment related telephone activities
    ii. Always provide the option of a live person response for all callers during the days and times of operation. This option must be prominently featured so that the caller does not have to go through multiple prompts to get to a live person.
    iii. Have the capability of monitoring all calls
    iv. Manage all calls received by an ACD system and assign incoming calls to available staff in an efficient manner, provide detailed analysis of the quantity, length, and types of calls received, the amount of time it takes to answer them initially, and the number of calls transferred or referred to Medicaid
    v. Accurately measure the number of callers encountering busy signals or hanging up while on hold
    vi. Accurately measure the number of calls in the queue at peak times
    vii. Accurately measure the amount of time callers spend on hold
    viii. Accurately measure the total number of calls and average calls handled per day/week/month; measure the average hours of use per day
    ix. Accurately report and assess the busiest day by number of calls. The Vendor should use this information to provide messages to callers prompting them to consider calling during expected times of low volume.
    x. Provide greeting message when necessary, and educational messages approved by Medicaid, while callers are on hold
    xi. Allow calls to be real time monitored by the Vendor's supervisory level staff and Medicaid staff for the purposes of evaluating the Vendor's performance, with a message which shall inform callers that such recording and monitoring is occurring
    xii. Within one (1) hour of discovery of an impediment to access to the primary call center, the Vendor must provide an automatic process that will route calls to a back-up site which will operate in the event of line trouble or other problems so that access to the Enrollment Telephone Help Line will not be disrupted
    xiii. Allow calls to be "warm transferred" (person to person) to a language line (telephone translation service) without requiring the caller to make another telephone call. In addition, the system must have the ability to complete warm transfers to Medicaid and its vendors as set forth by Medicaid.
    xiv. Provide detailed daily reports of abandonment rate, wait time, service levels, and other information.

15. Comply with all State, Federal and Agency requirements related to language services and accessibility and implement the following as detailed in its Technical Proposal:

    i. Specific approaches that support multiple languages and cultural needs and are accessible to persons with limited English proficiency, and persons with disabilities, including persons who are blind or visually impaired, and persons who are deaf or hearing impaired.

ii. Adherence to accessibility standards for oral and written communication, including the provision of TTY.
iii. Means by which persons with limited English proficiency will be informed of the language services available to them and how to obtain them.
iv. Use of translators and interpreters and bilingual staff who meet specific Vendor qualifications.
v. Translation of enrollments materials into all appropriate foreign languages. The appropriate foreign languages comprise all languages in the Vendor's service area spoken by approximately five percent (5%) or more of the total covered population of the Region.
vi. Placement of messages on key documents to educate enrollees about accessing or requesting information in alternative formats.

As part of the Proposal, the Vendor must:

1. Describe resources the Vendor has readily available and what the Vendor will need to acquire for operation of the Call Center.

2. Describe challenges the Vendor has experienced or anticipates could occur with Call Center operations. This should include providing innovative strategies for addressing such challenges. Include a description of the weekday and weekend hours of operation, how the Vendor will staff its Call Center, staffing rationale and coverage issues, use of script, and space and equipment setup.

3. Provide a schematic of any proposed automated call distribution the Vendor will use.

T. Call Center Monitoring and Oversight

1. The Vendor will submit to Medicaid for review and approval policies and procedures for monitoring Call Center activities, and will comply with Medicaid's monitoring and oversight activities. In addition to reviewing regular reports, Medicaid reserves the right to conduct monitoring activities such as conducting onsite reviews, listening to phone calls in progress and recorded, interviewing Call Center representatives to gauge their understanding of the RCO program and enrollees, or other activities as deemed necessary to assess customer services skills, as well as correctness of responses.

2. The Vendor will:

    a. Design and implement a comprehensive call and case monitoring solution to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with enrollees, potential enrollees, and callers.
    b. Capture all telephone conversations with callers and end users to allow the Vendor and Medicaid to review their contents.
    c. Retain conversations and be easily accessible by Medicaid in a manner that is acceptable and consistent with the requirements outlined in this RFP.
    d. Include the approach, objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met.

e. Provide Medicaid with the capability (including hardware, software, and training) to perform remote call and case monitoring to independently measure the quality of service being provided to enrollees, potential enrollees, community resources, State workers, and other service providers. The solution must allow Medicaid to perform remote call and case monitoring without notification to the Vendor. The Vendor must include specific details regarding how Medicaid will be able to conduct this monitoring.

3. The Vendor's Call Center must meet the following daily required performance standards of promptness and quality:

    a. The Call Center must be staffed to answer at least ninety-five percent (95%) of all incoming calls within three (3) rings or fifteen (15) seconds (a call pick-up system which places the call in a queue may be used).
    b. The wait/hold time for callers to receive a live voice response must be no longer than three (3) minutes for ninety-five percent (95%) of all incoming calls, with an average of less than two minutes hold time per month. The on hold time will be defined as the time elapsed between a call being initially answered, including answered by an Automated Caller Distribution (ACD) System, and a response by a live operator to a caller's inquiry.
    c. The abandonment call rate must not exceed five percent (5%).

4. The Vendor must monitor its performance regarding the Call Center's telephone line performance requirements and submit performance reports summarizing call center performance. If Medicaid determines that it is necessary to conduct onsite monitoring of the Vendor enrollee services functions, the Vendor is responsible for all reasonable costs incurred by Medicaid or its authorized designee(s) relating to such monitoring.

As part of the Proposal, the Vendor must:

1. Describe the Vendor's approach to conduct ongoing call quality assurance to ensure the minimum performance requirements are met.

2. Describe how the Vendor will collect, document and report data by program. Include in the description, the system the that will be used to store caller information, and information about how the system can be used to generate statistics and/or monitoring and summary. Also provide examples of statistical and management reports the Vendor recommends collecting.

3. Describe how the Vendor will ensure excellent customer service, accuracy, consistency, and timeliness of enrollments.

U. Enrollment Services Website

1. The Vendor will develop and maintain an Enrollment Services website that complies with all Medicaid requirements for information systems and webpage development.

2. The Vendor will provide all webpages and posted materials in English and all other appropriate foreign languages and easily understood. The appropriate foreign languages comprise all languages in the Vendor's service area spoken by approximately five percent (5%) or more of the total covered population of the Region. Information must be provided in a format so that it is easily understandable which RCOs are participating by region.

3. The Vendor's website will comply with Medicaid requirements, to include Section 508 compatibility, compatibility with a broad range of browsers and devices and user experience.

4. The Vendor's website will:

    a. Have a secure web portal for enrollees or potential enrollees to submit enrollment selections
    b. Provide a secure web portal with an easily understandable enrollment form to allow enrollees eligible for the RCO Program to select an RCO or to opt out of the program, if applicable. The enrollee must be able to view timeframes in which the enrollment information must be submitted to avoid auto-assignment. The enrollment form must capture sufficient information, including email addresses, for the Vendor to process the enrollment. The Vendor must contact the enrollee or potential enrollee via e-mail, mail or phone to obtain all information necessary to complete the enrollment form if information is missing, as well as confirm the selection via e-mail, mail or phone response to the enrollee.
    c. Provide the following, at a minimum:
        (1) Printable RCO Enrollment Forms in addition to forms that can be submitted online. Printable forms must be capable of being filled out via a computer to maximize accuracy of information.
        (2) A searchable provider directory
        (3) List and map of regions with indication of RCOs in each region
        (4) RCO Comparison Charts by region
        (5) Links to the Medicaid website and all RCO websites
        (6) RCO-provided materials (e.g., brochures, pamphlets, etc.)
        (7) Frequently Asked Questions and Responses
        (8) Area to track the progress of enrollment status and changes
    d. Adhere to Medicaid's service level metric for the web portal real-time response.

5. The Vendor will submit to Medicaid for prior approval all materials that it proposes to post to the website.

6. The Vendor will review the website and provide recommended changes for the website for prior approval by Medicaid on a quarterly basis for the first year of operations and annually thereafter. The Vendor will also make changes to the website due to program or information changes provided by Medicaid or the RCOs.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor's website will be available to enrollees and potential enrollees.

2. Describe how the Vendor's website will comply with appropriate reading level and foreign language requirements as set forth in this RFP.

3. Describe how the Vendor will ensure the security of the website.

4. Describe how the Vendor's website will accurately compile information and where the information will be stored.

5. Describe how the Vendor will assure its website complies with Medicaid requirements, to include Section 508 compatibility, compatibility with a broad range of browsers and devices and user experience.

6. Describe how the Vendor's proposed web portal will be used by enrollees and potential enrollees.

7. Describe how the Vendor will publish the database and directory to Vendor's website.

V. Enrollment Information System

The Vendor will implement and maintain an Enrollment Information System (EIS) that supports all functions of the enrollment broker process.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will provide, operate, maintain, enhance and support an Enrollment Information System (EIS) to meet all EIS requirements.

2. Describe how the Vendor will accept from Medicaid or its designee and process a daily electronic 834 file of members eligible for RCO assignment:
   (1) Eligible members.
   (2) Rejected enrollments.
   (3) Cancelled enrollments.
   (4) Demographic changes.
   (5) Miscellaneous transactions.

3. Describe how the Vendor will accept from Medicaid or its designee a monthly electronic 834 file of:
   (1) Confirmed and auto-assigned enrollments.
   (2) Future month's eligibility and disenrollments.

4. Describe how the Vendor will provide Medicaid or its designee with a daily file of enrollment requests, disenrollments requests and miscellaneous enrollment broker transactions.

5. Describe how the Vendor will receive from RCOs their listing of current providers, including, but not limited to: Provider type, provider specialty, address, Medicaid provider ID, NPI and Primary Medical Provider (PMP) status. This information will be

used during enrollee or potential enrollee education and to facilitate the RCO selection process.

6. Describe how the Vendor will have adequate personnel and resources in place at all times to meet the following requirements for receipt, processing and transmission of all RCO enrollment information to and from Medicaid or its designee and to the RCOs:
    (1) Sufficient supply of all hardware, software, communication and other equipment necessary to perform the duties specified in this RFP.
    (2) Sufficient access to equipment, software and training necessary to accomplish its stated systems duties in a timely and efficient manner.

7. Describe how the Vendor will use the error log that will be produced and provided by Medicaid or its designee. The error log will be produced when issues with assignments are identified (e.g., member ID not on file, member location/RCO region mismatch).

W. Enrollment File Transmission Requirements

1. The Vendor must have in place connectivity and standard file transmission protocols and schedules for file transactions with Medicaid or its designee to ensure continuity with, and no disruption.

2. The file transfer process used by the Vendor to transmit enrollment data must be encrypted in accordance with HIPAA regulations.

3. The Vendor will:
    a. Receive electronic 834 files, from Medicaid or its designee, containing information about enrollees who are eligible for RCO enrollment:
        (1) Date they will be eligible and the region/county in which they reside.
        (2) Enrollee's mailing address.
        (3) Enrollees residence address, if different
        (4) Date of birth.
        (5) Aid category.
        (6) Head of household information.
        (7) Prior RCO assignment.
    b. Transmit to Medicaid or its designee a file containing all enrollment, disenrollment, opt-out and related enrollment transactions at the close of each Business Day or, in an emergency, by no later than 10 a.m. Central Time the next Business Day. Medicaid or its designee will process these transactions nightly and transmit the results to the Vendor the following Business Day.
    c. Review rejected enrollments returned by Medicaid or its designee, and, if appropriate, correct and resubmit them to Medicaid or its designee via the daily enrollment transaction file process.
    d. Include Disenrollment Reason Codes established by Medicaid when transmitting disenrollment transactions to Medicaid or its designee.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will ensure compliance with HIPAA regulations.

2. Describe the method in which the Vendor will ensure accuracy and completeness in data.

3. Describe how the Vendor will process enrollment transactions by the end of each business day.

4. Describe lessons learned and best practices based on the Vendor's prior experience for addressing transmission requirements.

X. Enrollment Data Reconciliation Process

The Vendor will be responsible for the following reconciliation processes:

1. Daily enrollment transaction reconciliation to determine if the Vendor received and fully processed on its files, all appropriate transactions forwarded by Medicaid or its designee. The Vendor will:
    (1) Perform a daily enrollment transaction reconciliation of all enrollment, disenrollment, and related transactions that it receives from Medicaid or its designee.
    (2) Complete the daily enrollment transaction reconciliation by the close of the next Business Day, unless Medicaid approves an extension to that date.
    (3) Report any discrepancies identified by the Vendor in the daily electronic reconciliation to Medicaid or its designee upon discovery of the discrepancy. Discrepancies caused by the Vendor will be corrected within three (3) Business Days.
    (4) Submit a corrective action plan to Medicaid within five (5) Business Days after the discrepancies are known to the Vendor, outlining the steps the Vendor will implement to ensure that the discrepancies will not continue to occur or advise Medicaid of other appropriate corrective action.
    (5) Provide Medicaid with a weekly summary report noting all discrepancies, the corrective action taken by the Vendor to resolve any problems, and a chart by RCO reflecting all transactions sent from Medicaid or its designee to the Vendor and processed on the Vendor's enrollment information system.
2. Weekly enrollment transaction reconciliation to determine if the Vendor received and fully processed on their files all appropriate transactions forwarded by Medicaid or its designee. The Vendor will:
    (1) Design, develop, and implement a comprehensive weekly electronic reconciliation of all enrollment, disenrollment and related transactions that it receives from Medicaid or its designee.
    (2) Report any discrepancies identified by the Vendor in the weekly electronic reconciliation to Medicaid upon discovery of the discrepancy. Discrepancies caused by the Vendor shall be corrected within three (3) Business Days.
    (3) Submit a corrective action plan to Medicaid within five (5) Business Days after the discrepancies are known to the Vendor, outlining the steps the Vendor will

implement to ensure that the discrepancies will not continue to occur or advise Medicaid of other appropriate corrective action.
(4) Submit the weekly electronic reconciliation to Medicaid or its designee by 12:00 noon Central Time each Monday for the prior week.
(5) Provide Medicaid with a summary and detailed report of the weekly electronic reconciliation, as well as information concerning the correction of discrepancies and/or any other details relating to the reconciliation.
(6) Coordinate the requirements of the weekly reconciliation with Medicaid or its designee.
(7) The weekly electronic reconciliation will be a standing agenda item during status meetings between the Vendor and Medicaid.

3. Monthly enrollment transaction reconciliation to determine if the Vendor received and fully processed on its files all appropriate transactions forwarded by Medicaid or its designee. The Vendor will:

(1) Design, develop, and implement a comprehensive monthly electronic reconciliation of all enrollment, disenrollment and related transactions that it receives and processes from Medicaid or its designee.
(2) Report any discrepancies identified by the Vendor in the monthly electronic reconciliation to Medicaid upon discovery of the discrepancy. Discrepancies caused by the Vendor shall be corrected within three (3) business days.
(3) Submit a corrective action plan to Medicaid within five (5) Business Days after the discrepancies are known to the Vendor, outlining the steps the Vendor will implement to ensure that the discrepancies will not continue to occur or advise Medicaid of other appropriate corrective action.
(4) Submit the monthly electronic reconciliation to Medicaid by 12:00 noon Central Time the first Monday of the month for the prior month.
(5) Provide Medicaid with a summary and detailed report of the monthly electronic reconciliation, as well as information concerning the correction of discrepancies and/or any other details relating to the reconciliation.
(6) Coordinate the requirements of the monthly reconciliation with all RCOs.

As part of the Proposal, the Vendor must:

1. Describe the method which the Vendor will adhere to for the daily, weekly and monthly enrollment transaction reconciliations.

2. Describe the method in which the Vendor will securely archive data and files for future research, resolution of discrepancies and standard and ad hoc reporting on statistics.

3. Describe the method in which the Vendor will ensure accuracy and completeness in data.

Y. System Requirements

The Enrollment Broker system must adhere to architecture guidance and the seven conditions and standards for enhanced Federal funding as provided by CMS. In alignment with this guidance, the technical solution architecture must employ a modular design, based on Service Oriented Architecture design principles and the Medicaid Information Technology

Architecture (MITA) framework. The timely bi-directional exchange of key data will be critical to the success of implementation and operation, as described in the "AMMIS Interface Standards Document" which is posted on the Medicaid Website, www.medicaid.alabama.gov."

The Vendor will provide advance notice of at least sixty (60) calendar days to Medicaid for any changes to its information systems and will test the new system changes with Medicaid or its designee prior to the implementation of the change.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor's proposed technical solution aligns with CMS's Seven Conditions and Standards guidance and the Medicaid Information Technology Architecture (MITA) framework.

2. Describe the process the Vendor will utilize to ensure that the MIS will be fully operational and tested at the time of the Readiness Review.

3. Describe reports the Vendor will develop to assist in managing the enrollment services and in measuring program successes, the value the proposed reports bring to the program, including the results of the services provided, and a description of data collection and analytical techniques, summary of findings, conclusions and recommendations and supporting documentation.

4. Provide a general systems description that includes:
    a. A systems diagram that describes each component of the Vendor's management information system and all other systems that interface with or support it;
    b. How each component will support the major functional areas including but not limited to: enrollments, disenrollments, plan selections and changes; and
    c. How each component interfaces and is compatible with Medicaid and the RCOs.
    d. Include a description of the connectivity structure and transferring of files between each of the entities.

Z. Monitoring, Performance Standards and Corrective Action Plans

Medicaid will monitor the Vendor's performance according to the requirements contained within this RFP. The Vendor will submit the following reports to Medicaid for monitoring and evaluation purposes (Medicaid may request additional reports as needed).

Table 2. Reporting Requirements

Report Title	Frequency	Description
Enrollment Activity		
Completed Enrollments and Disenrollments by RCO	Monthly	Identifies number of completed enrollments by RCO by region with indication of voluntary selection rate
Completed Disenrollments by RCO	Monthly	Identifies number of completed disenrollments by RCO by reason (e.g.,

Report Title	Frequency	Description
Enrollment Activity		
		percent due to ineligibility, percent due to opt out request)
Opt out Report	Monthly	Identifies the number and percent of enrollees who elected to opt out of program participation by region
RCO Default Assignment Report	Monthly	Identifies the number and percent of enrollees who did not voluntarily select an RCO and were assigned to an RCO by the Agency, broken out by RCO, County and type of Enrollment
Default Assignment Change Requests	Monthly	Enrollees who received a default assignment who requested transfer within the initial 90 days of enrollment
Transfer For Cause Reason Code Report by RCO	Monthly	Identifies number of enrollees who requested transfer to a new RCO for cause, by RCO broken out by reason codes and percent who were approved for transfer
Transfers by RCO as approved by Medicaid	Monthly	Identified number of requests by an RCO to transfer an enrollee to another RCO and percent approved
Enrollment Method	Monthly	Enrollment counts done by phone, website, mail, etc.
Service Information Reports		
Number of Enrollment Packets and related materials mailed and/or distributed, including a breakdown of new Enrollment Packets mailed	Monthly	Must indicate number of eligibles who were due to receive an enrollment packet and explanation if all were not provided a packet
Annual Right to Change Mailings by RCO	Monthly	Identifies the number of annual right to change mailings sent to enrollees in the given month
Summary data for known pregnant women	Monthly	Total number of pregnant women outreached to by region, number of contacts, and total number and percent who made a voluntary selection
Summary report of discrepancies in eligibility information discovered during the preceding month (e.g. date of birth, sex, name)	Monthly	
Report of Enrollment Satisfaction Survey Results	Monthly	
Staffing Report	Monthly	Identify positions, full-time or part-time, filled or vacant, offers made, hire

Report Title	Frequency	Description
Enrollment Activity		
		date and status for any key staff vacancies
Call Center Reports		
Call abandonment rate	Monthly	
Call waiting time	Monthly	This is inclusive of time in queue.
Average speed for answering calls	Monthly	
Total number of calls received	Monthly	
Percentage of calls answered by a live person in sixty (60) seconds or less	Monthly	
Calls by topic/subject	Monthly	Provides a count/percent of calls by topic/subject of the call (e.g., Request for Information, Request for RCO Change, etc.)
Website Reports		
Website metrics	Monthly	Website stats indicating number of visits, visitors' geographic location, traffic stats for webpages, duration on webpages, etc.
Preferred method of contact	Monthly	Report that identified enrollees preferred method of contact: email, phone, text message, mail, etc.

Medicaid will provide regular feedback to the Vendor and inform the Vendor when performance does not comply with the contract requirements.

As part of the Proposal, the Vendor must:

1. Describe how the Vendor will prepare and submit for approval a corrective action plan for each identified problem within the timeframe determined by Medicaid.
2. Describe the Vendor's proposed corrective action plan including, but not be limited to:
    a. Brief description of the findings.
    b. Specific steps the selected Vendor will take to correct the situation or reasons why the Vendor believes corrective action is not necessary.
    c. Name(s) and title(s) of responsible staff person(s).
    d. Timetable for performance of each corrective action step.
    e. Signature of a senior executive.
3. Describe how the Vendor will implement the corrective action plan within the timeframe specified by Medicaid. Failure by the Vendor to implement corrective action plans, as required by Medicaid, may result in further action by Medicaid.

III. Pricing

Vendor's response must specify a firm and fixed fee for completion of the Enrollment Broker development, implementation, and updating/operation process. The firm and fixed price the first year of the proposed contract (implementation year) and subsequent years must be separately stated in the RFP Cover Sheet on the first page of this document as well as the pricing sheet table (Appendix C). Vendors are to base their firm and fixed fee on providing enrollment to an average of 700,000 recipients.

The firm and fixed fee shall exclude pass-through expenses, which include development of materials, printing of materials, and postage requirements, including postal rate increases, postal preparation fees for bulk and mass mailings, and all cost associated with all outreach, education, and enrollment materials specified in the RFP. The Vendor will be responsible for determining and documenting pass-through expenses. The Vendor shall make a reasonable effort to obtain the least costly alternative for all pass-through expenses involved. The Vendor shall take advantage of high volume printing and price comparison shopping, and automation based rates and services provided by the Postal Service including zip+four, presorting, bar coding and bulk mailing. All pass-through expenses must be documented in the pricing sheet table (Appendix C).

A monthly invoice will be submitted to Medicaid for compensation for the work performed. Compensation for all approved pass-through expenses shall be paid based on documented costs.

IV. General

This document outlines the qualifications which must be met in order for an entity to serve as Contractor. It is imperative that potential Contractors describe, **in detail,** how they intend to approach the Scope of Work specified in Section II of the RFP. The ability to perform these services must be carefully documented, even if the Vendor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary.

The Vendor must demonstrate in the proposal a thorough working knowledge of program policy requirements as described, herein, including but not limited to the applicable Operational Manuals, State Plan for Medical Assistance, Administrative Code and Code of Federal Regulations (CFR) requirements.

Entities that are currently excluded under federal and/or state laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting bids.

V. Corporate Background and References

Vendors submitting proposals must:

a. Provide evidence that the Vendor possesses the qualifications required in this RFP.

b. Provide a description of the Vendor's organization, including
    1. Date established.
    2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
    3. Number of employees and resources.

4. Names and resumes of Senior Managers and Partners in regards to this contract.
5. A list of all similar projects the Vendor has completed within the last three years.
6. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
7. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) Medicaid has received and approved all deliverables covered by the invoice.
8. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.

c. Have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (a business corporation incorporated under a law other than the law of this state) may not transact business in the state of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the Proposal.

d. Describe experience in implementing and maintaining Enrollment Broker programs and describe how the Vendor fulfills the requirement that the Vendor has provided Enrollment Broker services for a minimum of three years.

e. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references must also include contract type, size, and duration of services rendered. **You may not use any Alabama Medicaid Agency personnel as a reference.**

Medicaid reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

VI. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

In accordance with 45 CFR 74.43, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

From the date this RFP is issued until a Vendor is selected and the selection is announced by the Project Director, all communication must be directed to the Project Director in charge of this solicitation. **Vendors or their representatives must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director.** Any unauthorized contact may

disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

Project Director:	**Linda Lackey**
Address:	**Alabama Medicaid Agency**
	Lurleen B. Wallace Bldg.
	501 Dexter Avenue
	PO Box 5624
	Montgomery, Alabama 36103-5624
E-Mail Address:	**ebrfp@medicaid.alabama.gov**

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted to the Agency's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the State. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the website.

E. Acceptance of Standard Terms and Conditions

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.

F. Adherence to Specifications and Requirements

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the specifications and requirements described in this RFP.

G. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should the State issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

I. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

J. State Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for

any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

K. State's Rights Reserved

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any contract.

L. Price

Vendors must respond to this RFP by utilizing the pricing sheet table (Appendix C) and the RFP Cover Sheet to indicate the firm and fixed price for the implementation and updating/operation phase to complete the scope of work.

M. Requirement Response Structure

The Vendor must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP Section in question. For example, the Proposal would have a major Section entitled "Corporate Background and References". Within this Section, the Vendor would include their response, addressing each of the numbered Sections in sequence, as they appear in the RFP; i.e. VI.b.1, VI.b.2, VI.b.3, and so on. The response to each Section must be preceded by the Section text of the RFP followed by the Vendor's response.

N. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2015-EB-01. Proposals must be sent to the attention of the Project Director and received at Medicaid as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

O. Copies Required

Vendors must submit one original Proposal with original signatures in ink, plus two electronic (Word format) copies of the Proposal on CD, jumpdrive or disc clearly labeled with the Vendor name. One electronic copy MUST be a complete version of the Vendor's response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

P. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to Medicaid by the designated deadline. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Q. Performance Bond

In order to assure full performance of all obligations imposed on a Vendor contracting with Medicaid, the Vendor will be required to provide a performance guarantee in the amount of $1,000,000.00. The performance guarantee must be submitted by the Vendor at least ten (10) calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable); (2) Other type of bank certified check; (3) Money order; (4) An irrevocable letter of credit; (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the operations contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily shall cause the performance bond to become due and payable to Medicaid. The Chief Financial Officer of Medicaid or his designee shall be the custodian of the performance bond. Said bond shall be extended in the event Medicaid exercises its option to extend the operational contract.

R. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Vendor has been selected. The Vendor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. The Vendor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, the Agency may deem the proposal as non-compliant and may reject it.

VII. Evaluation and Selection Process

A. Initial Classification of Proposals as Responsive or Non-responsive

All proposals will initially be classified as either "responsive" or "non-responsive." Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the Vendor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

The Project Director will determine whether a Vendor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the

vendor's specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a Vendor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

C. Opportunity for Additional Information

The State reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State's review of a Vendor's proposal.

D. Evaluation Committee

An Evaluation Committee appointed by the Project Director will read the proposals, conduct corporate and personal reference checks, score the proposals, and make a written recommendation to the Commissioner of the Alabama Medicaid Agency. Medicaid may change the size or composition of the committee during the review in response to exigent circumstances.

E. Scoring

The Evaluation Committee will score the proposals using the scoring system shown in the table below. The highest score that can be awarded to any proposal is 100 points.

Evaluation Factor	Highest Possible Score
Vendor Profile and Experience	15
Scope of Work	40
Price	45
Total	**100**

F. Determination of Successful Proposal

The Vendor whose proposal is determined to be in the best interest of the State will be recommended as the successful Contractor. The Project Director will forward this Vendor's proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee's recommendation.

When the final approval is received, the State will notify the selected Vendor. If the State rejects all proposals, it will notify all Vendors. The State will post the award on the Agency website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

VIII. General Terms and Conditions

A. General

This RFP and Contractor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

1. Executed contract,
2. RFP, attachments, and any amendments thereto,
3. Contractor's response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:
    - Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations

- The statutory and case law of the State of Alabama
- The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
- The Medicaid Administrative Code
- Medicaid's written response to prospective Vendor questions

B. Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

C. Term of Contract

The initial contract term shall be for two years effective March 1, 2016, through February 28, 2018. Alabama Medicaid shall have three, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

D. Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Confidentiality

Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

Contractor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

1. Establishing eligibility;
2. Determining the amount of medical assistance;

3. Providing services for recipients; and
4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 whi(Public Law 104-191), the successful Contractor shall sign and comply with the terms of a Business Associate agreement with the Agency (Appendix B).

F. Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

G. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

H. Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Contractor's refusal to comply with this provision shall constitute a material breach of contract.

I. Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Contractor effective the date of such filing. Contractor shall inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Medicaid may, at its option, declare default and notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

J. Termination for Default

Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor defaults in the performance of any of Contractor's material duties and obligations, written notice shall be given to Contractor specifying default. Contractor shall have 10 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Contractor does not cure a default within 10 calendar days, or such additional time allowed by Medicaid, Medicaid may, at its option, notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

K. Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If Medicaid, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, Medicaid shall promptly notify Contractor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to Medicaid, State or Federal Government.

L. Proration of Funds

In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

M. Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

N. Force Majeure

Contractor shall be excused from performance hereunder for any period Contractor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

O. Nondiscriminatory Compliance

Contractor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

P. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

Q. Worker's Compensation

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

R. Employment of State Staff

Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of Medicaid during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of Medicaid. Certain Medicaid employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., code of Alabama 1975.

S. Immigration Compliance

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act (Ala, Act 2012- 491 and any amendments thereto) and certify its compliance by executing Attachment G. Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

T. Share of Contract

No official or employee of the State of Alabama shall be admitted to any share of the contract or to any benefit that may arise there from.

U. Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

V. Warranties Against Broker's Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee excepting bona fide employees. For breach of this warranty, Medicaid shall have the right to terminate the contract without liability.

W. Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract shall continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

X. Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Contractor and any subcontractor as authorized under the provisions of this contract as an independent Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

Y. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Contractor and the RFP shall be controlled by the provisions of the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner of Medicaid.

The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently with the performance of the contract in accordance with the disputed decision.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through private mediators.

Any litigation brought by Medicaid or Contractor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

Z. Records Retention and Storage

Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of three years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three- year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution.

AA. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested

records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

BB. Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

CC. Payment

Contractor shall submit to Medicaid a detailed monthly invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation.

DD. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the Project Director. Any notice to Contractor shall be sufficient when mailed to Contractor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

EE. Disclosure Statement

The successful Vendor shall be required to complete a financial disclosure statement with the executed contract.

FF. Debarment

Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

GG. Not to Constitute a Debt of the State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

HH. Qualification to do Business in Alabama

Should a foreign corporation (a business corporation incorporated under a law other than the law of this state) be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State at (334) 242-5324 or www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

II. Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

JJ. Alabama interChange Interface Standards

Contractor hereby certifies that any exchange of MMIS data with the Agency's fiscal agent will be accomplished by following the Alabama interChange Interface Standards Document, which will be posted on the Medicaid website, www.medicaid.alabama.gov.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

It is highly encouraged that the following checklist be used to verify completeness of Proposal content. It is not required to submit this checklist with your proposal.

Vendor Name

Project Director Review Date

*Proposals for which **ALL** applicable items are marked by the Project Director are determined to be compliant for responsive proposals.*

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS
☐	1. Vendor's original proposal received on time at correct location.
☐	2. Vendor submitted the specified copies of proposal and in electronic format.
☐	3. The Proposal includes a completed and signed RFP Cover Sheet.
☐	4. The Proposal is a complete and independent document, with no references to external documents or resources.
☐	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
☐	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
☐	7. The Proposal includes required client references (with all identifying information in specified format and order).
☐	8. The Proposal includes a corporate background.
☐	9. The response includes (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.

Appendix B: Contract and Attachments

The following are the documents that must be signed AFTER contract award and prior to the meeting of the Legislative Contract Oversight Committee Meeting.

Sample Contract
Attachment A: Business Associate Addendum
Attachment B: Contract Review Report for Submission to Oversight Committee
Attachment C: Immigration Status
Attachment D: Disclosure Statement
Attachment E: Letter Regarding Reporting to Ethics Commission
Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Attachment G: Beason-Hammon Certificate of Compliance

CONTRACT

BETWEEN

THE ALABAMA MEDICAID AGENCY
AND

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and _____, Contractor, agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP Number _____, dated _____, strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP and the price provided on the RFP Cover Sheet response, in an amount not to exceed _____. Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is ____to _____.

This contract specifically incorporates by reference the RFP, any attachments and amendments thereto, and Contractor's response.

CONTRACTOR

_____
Contractor's name here

_____
Date signed

_____
Printed Name

Tax ID:_____

APPROVED:

_____
Governor, State of Alabama

ALABAMA MEDICAID AGENCY
This contract has been reviewed for and is approved as to content.

_____
Stephanie McGee Azar
Commissioner

_____
Date signed

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

_____
General Counsel

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Agreement") is made effective the _____ day of _____, 20____, by and between the Alabama Medicaid Agency ("Covered Entity"), an agency of the State of Alabama, and _____ ("Business Associate") (collectively the "Parties").

1. BACKGROUND

1.1. Covered Entity and Business Associate are parties to a contract entitled _____

_____

(the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Rules (as defined below).

1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103

2.2.2 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.

3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.

3.3 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

3.5 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.

3.6 Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.

3.7 Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.

3.8 Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.

3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.

3.10 Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.11 Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

3.12 Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and

3.12.1 Provide the Covered Entity the following information:

3.12.1(a) The number of recipient records involved in the breach.

3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.

3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).

3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.

3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.

3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.

3.12.1(g) A proposed media release developed by the Business Associate.

3.12.2 Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;

3.12.3 Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;

3.12.4 Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.

3.12.5 Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;

4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:

4.3.1 Disclosures are Required By Law; or

4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

5.1 Any use or disclosure of PHI not provided for by this agreement

5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.

6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 Term. The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

7.2.2 Immediately terminate this Agreement; or

7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;

7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

8.1 This Agreement amends and is part of the Contract.

8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor: _____

_____
Contractor's Physical Street Address (No. P.O. Box) City State

* Is Contractor organized as an Alabama Entity in Alabama? YES_____NO_____
* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES_____ NO_____

Is Act 2001-955 Disclosure Form Included with this Contract? YES __X__ NO _____
Does Contractor have current member of Legislature or family member of Legislator employed? YES_____NO_____
Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES_____ NO_____
If Yes, Give Name: _____

Contract Number: _____

Contract/Amendment Total: $ _____ (estimate if necessary)

% of State Funds: _____ % of Federal Funds: _____ % Other Funds: _____

**Please Specify source of Other Funds (Fees, Grants, etc.) _____

Date Contract Effective: _____ Date Contract Ends: _____

Type of Contract: NEW: _____ RENEWAL: _____ AMENDMENT:_____

If renewal, was it originally Bid? Yes _____ No _____

If AMENDMENT, Complete A through C:

(A) Original contract total $ _____

(B) Amended total prior to this amendment $ _____

(C) Amended total after this amendment $ _____

Was Contract secured through Bid Process? Yes ____ No ____ Was lowest Bid accepted? Yes ___ No____
Was Contract secured through RFP Process? Yes ____ No ___ **Date RFP was awarded** _____
Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES _____ No_____
If no, please give a brief explanation:

Summary of Contract Services to be Provided: _____

_____

_____

Why Contract Necessary AND why this service cannot be performed by merit employee: _____

_____

_____

I certify that the above information is correct.

_____ _____
Signature of Agency Head Signature of Contractor

_____ _____
Printed Name Printed Name

Agency Contact: Stephanie Lindsay Phone: (334) 242-5833
Revised: 2/20/2013

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

_____
Signature of Contractor

_____
Witness

State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP | TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP | TELEPHONE NUMBER

Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT RECEIVED	TYPE OF GOODS/SERVICES	AMOUNT

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS STATE
DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

Alabama Medicaid Agency
501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov
Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504

ROBERT BENTLEY
Governor

STEPHANIE MCGEE AZAR
Acting Commissioner

MEMORANDUM

SUBJECT: Reporting to Ethics Commission by Persons Related to Agency Employees

Section 36-25-16(b) Code of Alabama (1975) provides that anyone who enters into a contract with a state agency for the sale of goods or services exceeding $7500 shall report to the State Ethics Commission the names of any adult child, parent, spouse, brother or sister employed by the agency.

Please review your situation for applicability of this statute. The address of the Alabama Ethics Commission is:

100 North Union Street
RSA Union Bldg.
Montgomery, Alabama 36104

A copy of the statute is reproduced below for your information. If you have any questions, please feel free to contact the Agency Office of General Counsel, at 242-5741.

Section 36-25-16. Reports by persons who are related to public officials or public employees and who represent persons before regulatory body or contract with state.

(a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.
(b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars ($7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.
(c) This section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.
(d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Derived from Appendix B to 45 CFR Part 76--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions)

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out therein.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Alabama Medicaid Agency (the Agency) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this certification clause without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Agency may pursue available remedies, including suspension and/or debarment.

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE:_____

RE Contract/Grant/Incentive (*describe by number or subject):* _____ by and between _____ (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____*(a)*The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____*(b)*The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____. _____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS: _____

_____

Appendix C: Pricing Table

Vendor:					
Authorized Signature:				**Date:**	
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Implementation Cost					
Operating Cost					
Annual TOTAL Cost*					
TOTAL 5 Year Firm and Fixed Costs*					

**Costs must be shown in U.S. dollars*